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CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD

Case 2:24-cv-03669-WBS-CKD

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Plaintiff Lori Chavez-DeRemer, Secretary of Labor ("Secretary"), and Defendants LAGUNA VILLAGE RCFE, LLC; HAVENWOOD, LLC; CAPITAL SENIOR CARE LLC; SIGNATURE LIVING RCFE, LLC; SIGNATURE LIVING ON LAVELLI WAY, LLC; LAGUNA SPRINGS RCFE, LLC; EDGAR ENERO an individual; and CHRISTINE KANG ENERO, an individual; have agreed to fully resolve this matter in controversy in this civil action and consent to entry of this Consent Judgment on the terms and conditions set forth below.

#### STIPULATIONS BY THE PARTIES

- A. The Secretary filed a Complaint alleging that Defendants violated Sections 7, 11(c), 11(a), 15(a)(2), 15(a)(5), and 15(a)(3) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 207, 211(c), 211(a), 215(a)(2), 215(a)(5), and 215(a)(3).
- B. Defendants acknowledge receipt of a copy of the Secretary's Complaint in this Action. Defendants waive service of the Summonses and Complaint and waive their response to the Secretary's Complaint.
- C. The Parties stipulate that the Court has jurisdiction over the Parties and subject matter

of this civil action and that venue lies in the Eastern District of California.

- D. The Parties agree to waive findings of fact and conclusions of law and agree to the entry of this Consent Judgment without further contest.
- E. Defendants acknowledge that they and any individual or entity acting on their behalf

or at their direction or in conjunction with Defendants have notice of, and understand, the provisions

of this Consent Judgment and Order.

- F. Defendants operated residential care facilities for the elderly in Sacramento County California. Defendants admit that they were enterprises engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C. § 203(s)(1)(A).
  - G. Defendants admit that at all relevant times they were employers of employees within

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27 28 the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d), including the employees identified in **Exhibits 1 and 5** to this Consent Judgment.

- H. As Defendants previously admitted, they failed to pay employees for hours worked in a workweek in excess of 40 hours at rates not less than one and one-half the regular hourly rates at which they were employed in violation of Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), including by paying straight time for overtime hours worked, and by failing to combine employees' hours when they worked at multiple facilities in a workweek. Defendants' failure to pay employees the required overtime premium resulted in amounts owed.
- Defendants admit that on September 17, 2024, they signed an administrative Settlement Agreement in Lieu of Litigation ("Settlement Agreement") with the U.S. Department of Labor, Wage and Hour Division ("WHD"). The Settlement Agreement is attached hereto as **Exhibit 5**, which is incorporated in and made part of this Consent Judgment. Defendants agreed to pay employees back wages and liquidated damages as set forth in Attachment A (Summary of Unpaid Wages) to the Settlement Agreement.
- J. Prior to the Settlement Agreement, the WHD assessed a total civil money penalty of \$36,652.00 as stated in Attachment B to the Settlement Agreement (Exhibit 5). Defendants waived their rights to appeal the determination set forth in Attachment B to the Settlement Agreement (Exhibit 5, paragraph 6). Defendants have paid \$18,326.00 of the finally determined civil money penalties, and the Secretary will not pursue collection of the remaining balance of civil money penalties.
- K. Defendant Edgar Enero admits that, following the execution of the Settlement Agreement, he accepted money from employees in the amount of \$30,215.25, which were amounts paid to employees under the Settlement Agreement, in violation of Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3).
- L. Defendants admit that they violated the terms of the Settlement Agreement, including the terms in paragraph eight of the Settlement Agreement, providing express agreement that Defendants and their agents "will not, directly or indirectly...accept the return...of any sums paid or due under [the] Agreement and that doing so is a direct violation of [the] Agreement and

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the [FLSA] Section 15(a)(3)."

- M. Defendants admit that, as a result of the facts in paragraphs K and L, they breached the Settlement Agreement.
- N. Defendants Edgar Enero and Christine Kang Enero affirm under penalty of perjury that the sum of \$30,215.25 in paragraph K, is the full and complete amount received from employees who received those funds as back wages and liquidated damages under the Settlement Agreement.
- O. Because of Defendants' actions, in November 2024, upon learning of Defendants' acceptance and alleged solicitation of kickbacks, WHD instructed Defendants to cease communications and transactions with employees regarding the amounts due under the Settlement Agreement and, instead, to remit the balance of the payments due directly to WHD. Defendants since have paid the remaining \$182,333.83 in back wages and liquidated damages directly to WHD, due under the Agreement.
- P. As Defendants previously admitted, they failed to keep and preserve accurate records of their employees and of the wages, hours, and other conditions and practices of employment as required under and 29 C.F.R. Part 516 in violation of Section 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and 215(a)(5). As Defendants previously admitted, they knew of the requirements to create and maintain accurate records of employees' hours worked and wages paid.
- Q. Defendants admit that, following execution of the Settlement Agreement, they terminated seven employees employed at Laguna Village RCFE, LLC, on or about November 29, 2024, then closed the location entirely in around January 2025, which the Secretary alleges was in violation of Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3). Defendants admit that they did not relocate any of the terminated employees to Defendants' other facilities or businesses. The terminated employees are identified in **Exhibit 2** to this Consent Judgment, which is incorporated in and made part of this Consent Judgment.
- R. Individual Defendants Edgar Enero and Christine Enero (aka Christine Kang) agree to secure the monetary component of this Consent Judgment by executing a deed of trust in real

property in which they have ownership. This Deed of Trust shall be held by the Secretary and not recorded unless the amount due hereunder is not paid in the time herein prescribed.

S. The Secretary of Labor identifies Wage Hour Division, Sacramento District Office Assistant District Director (currently Patricia Canites) and Office of the Solicitor, Associate Regional Solicitor – Seattle Office (currently Katherine Cameron) as points-of-contact at the U.S. Department of Labor for Defendants' future communications about this Judgment and Order.

#### **PERMANENT INJUNCTION**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, Defendants, their officers, agents, employees, successors and all persons currently in active concert or participation with them are permanently enjoined and restrained from violating the provisions of the FLSA, in any of the following manners:

- 1. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA,
  29 U.S.C. §§ 207 and 215(a)(2), employ any of their employees who in any workweek are
  engaged in commerce or the production of goods for commerce, or who are employed in an
  enterprise engaged in commerce or in the production of goods for commerce, within the meaning
  of Section 3 of the FLSA, 29 U.S.C. § 203, for workweeks longer than forty hours, unless such
  employee receives compensation for their employment in excess of forty hours at a rate not less
  than one and one-half times the regular rate at which they are employed.
- 2. Defendants shall make, keep, and preserve records of employees and of the wages, hours, and other conditions and practices of employment maintained, as required by Sections 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and 215(a)(5), and the implementing regulations found in 29 C.F.R. Part 516, and make such records available to authorized agents of the Secretary for inspection, transcription, and/or copying, upon their demand for such access. For a period of three years from entry of this Order by the Court, upon fourteen (14) days written notice, Defendants shall produce payroll and employee time records, in addition to employee contact information, to the U.S. Department of Labor upon its request. The U.S. Department of Labor maintains its authority to conduct investigations independent of this Order.

- 3. Defendants shall not, contrary to Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), request, solicit, suggest, or coerce, directly or indirectly, any employee to return or to offer to return to Defendants or to someone else for Defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this judgment, the administrative settlement agreement attached hereto as **Exhibit 5**, or the FLSA; nor shall Defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this judgment, the administrative settlement agreement attached hereto as **Exhibit 5**, or the FLSA; nor shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to them from the Defendants under the provisions of this judgment, the administrative settlement agreement attached hereto as **Exhibit 5**, or the FLSA.
- 4. Defendants shall not, contrary to Section 15(a)(3) of the FLSA, 29 U.S.C. § 215(a)(3), discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any employee because such employee has, or is believed to have, filed any wage complaint, including making a complaint to Defendants, or instituted or caused to be instituted any proceeding under the FLSA or has provided information to the U.S. Department of Labor in any such proceeding. Defendants affirm they have expunged any adverse references from the personnel records of employees identified on **Exhibit 2** relating to the separations of employment referenced in paragraph Q.
  - 5. Defendants shall not, contrary to Section 11(a) of the FLSA, 29 U.S.C § 211(a), obstruct

the Secretary's investigation of Defendants' compliance with the FLSA.

6. Defendants, jointly and severally, shall not continue to withhold payment of \$2,445.44 in overtime pay found to be due by Defendants under the FLSA to employees, as a result of their employment by Defendants during the periods listed in **Exhibit 1**. Outstanding back wages include: (a) \$2,445.44 in unpaid overtime back wages found due to employee Jonathan

Lagasca, appearing also on Defendants' payroll as Jonathan M. Lagasca, for the period of July 31, 2021 to July 30, 2024 and (b) \$412.50 in unpaid overtime back wages found due following the time period covered by the Agreement, August 1, 2024 through September 30, 2024 as set forth in **Exhibit 1.** 

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to Section 17 of the FLSA, Defendants, their agents, servants, employees, companies, and all persons and entities acting at their direction, in concert, or in participation shall take the following affirmative actions:

- 7. Within thirty (30) days of the date of this Order, Defendants shall provide a copy of this Consent Judgment and Order to all persons acting in concert or participating with Defendants in their business operations, including but not limited to the following administrators and facility licensees: Hazel Flores and Jerome Tecson. Defendants shall keep a log with the names and addresses of all persons who have been provided with a copy of this Consent Judgment and Order.
- 8. Defendants shall maintain a copy of the Notice of Employee Rights set forth below in a prominent location at each of the facilities named in this action for a period of no less than two years after entry of this Order. Defendants shall do the same at any additional facilities that Defendants Edgar Enero and/or Christine Enero own in part or in full, including those established in the future.

#### Notice of Employee Rights

The U.S. Department of Labor, Wage and Hour Division conducted an investigation of employers EDGAR ENERO and CHRISTINE KANG ENERO and his residential care homes LAGUNA VILLAGE; HAVENWOOD; CAPITAL SENIOR CARE ("WAVECREST VILLA"); SIGNATURE LIVING; SIGNATURE LIVING ON LAVELLI WAY; LAGUNA SPRINGS and found violations of the Fair Labor Standards Act, including that they failed to pay employees earned wages at the time they were owed. These employers are required to pay employees a total of \$306,067.14 under a Settlement Agreement they signed with the U.S. Department of Labor.

The money provided to you as a result of the U.S. Department of Labor's investigation is your money and your money alone. No one is allowed to ask you for those payments. Owners and managers cannot ask you for any part of the payment and they cannot retaliate or take any negative action against you

because you received a payment as a result of this case. Nor is your employer allowed to accept repayment of any back wage payments you receive. If an employee declines their back wage payment, it must be returned to the U.S. Department of Labor's Wage and Hour Division. It is also illegal for any person to discourage you from talking to the U.S. Department of Labor about your working conditions or discourage you from pursuing your workplace rights in any way. If your employer, manager, or any 5 other person has asked you for the payments you received in this matter or 6 retaliated against you in any other way, contact (a) Wage and Hour Division Investigator Samantha Wong (916) 699-9613, or (b) Wage and Hour Division 7 Assistant District Director Patricia Canites (916) 485-6256. You must be paid at least minimum wage for all hours worked. The minimum wage for Sacramento and Placer Counties in California is \$16.50 per hour as of January 1, 2025. 10 12

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You must be paid a rate of one and one-half times your regular rate for hours worked over 40. For example, if your regular rate is \$16.50 per hour, you must receive at least \$24.75 for each hour worked over 40 in a workweek. If you are asked to work while you are on a meal or rest break, you are still working and must be paid for that time.

Your employer cannot pressure you to under-report, alter, manipulate, or reduce the hours you worked. A paystub that you receive must have your gross and net wages; total hours worked; deductions and reason for deductions; dates of the pay period; and number of hours worked at each regular and overtime rate.

A summary of these rights will be provided to you by your employer or manager with your paycheck. If you have any questions, you can contact the U.S. Department of Labor, Wage and Hour Division.

#### JUDGMENT AND ORDER

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to Sections 15(a)(3) and 16(c) of the FLSA, 29 U.S.C. §§ 215(a)(3) and 216(c), in favor of the Secretary as judgment owed to the United States of America and against Defendants LAGUNA VILLAGE RCFE, LLC; HAVENWOOD, LLC; CAPITAL SENIOR CARE LLC; SIGNATURE LIVING RCFE, LLC; SIGNATURE LIVING ON LAVELLI WAY, LLC; LAGUNA SPRINGS RCFE, LLC; EDGAR ENERO; and CHRISTINE KANG ENERO jointly and severally, in the total amount of \$192,000.00 (One hundred ninety-two thousand dollars and zero cents), which includes: \$2,857.94

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CONSENT JUDGMENT AND ORDER

Case No. 2:24-cv-03669-WBS-CKD

in unpaid overtime back wages; \$2,857.94 as liquidated damages, and \$186,284.12 in punitive damages.

Pursuant to this Consent Judgment, IT IS FURTHER ORDERED THAT:

- 9. Defendants shall pay a total of \$2,857.94 in unpaid overtime back wages due under the FLSA and this Judgment via pay gov to Defendants' employees who are identified in **Exhibit 1**, which is incorporated in and made part of this Consent Judgment.
- 10. Defendants shall pay a total of \$2,857.94 in liquidated damages due under the FLSA and this Judgment via pay gov to Defendants' employees who are identified in **Exhibit 1.**
- 11. Defendants shall pay \$186,284.12 in punitive damages found due against Defendants for violations of FLSA Section 15(a)(3), 29 U.S.C. § 215(a)(3), via pay.gov to Defendants' employees who are identified in **Exhibit 3**, which the Parties have agreed to file under seal.
- 12. The deed of trust which is attached hereto as **Exhibit 4** secures the payments described in paragraphs ¶¶9-11 above. Defendants Edgar Enero and Christine Enero affirm under penalty of perjury that they have authority to execute the deed of trust attached hereto as **Exhibit** 4, and attest under penalty of perjury that the Property has sufficient equity to secure the amounts specified in paragraphs ¶¶ 9-11. The Secretary shall only record the deed of trust attached as Exhibit 4 if Defendants do not fully pay the amounts owed under this Judgment within fourteen (14) days after this Consent Judgment and Order is entered by the Court. Defendants agree not to further encumber the Property until the Judgment is paid or the deed of trust is recorded. Within fourteen (14) business days of paying the entire amount due under this Consent Judgment, the Secretary shall execute a full reconveyance and provide to Defendants.
- 13. To accomplish the requirements identified in paragraphs ¶¶ 9-11, Defendants shall, within 14 (fourteen) days of the entry of this Consent Judgment, pay the total of \$192,000.00 using the "WHD Back Wage Payment Form – Western Region" at: https://www.pay.gov/publ/forms/start/77761888. All payments shall reference Case Number "2001055."
  - 14. The Secretary, through the Wage and Hour Division shall distribute the payments

described in paragraphs ¶¶ 9-11 to Defendants' employees listed on **Exhibits 1 and 3.** The Secretary shall deposit any monies remaining unclaimed three years from the date of receipt of payments from Defendants because of an inability to locate the proper persons or because of their refusal to accept it, into the Treasury of the United States as miscellaneous receipts under 29 U.S.C. § 216(c).

- 15. IT IS FURTHER ORDERED AND ADJUDGED that, while back wages remain outstanding under this Order, Defendants shall provide the Wage and Hour Division an updated mailing address and/or contact information for employees listed in **Exhibits 1 and 3** should Defendants become aware of any change to such information.
- 16. In the event of any default in the timely making of any payment due hereunder, a post-judgment interest at the rate of 10% per annum shall be due and payable upon the Secretary's sending by certified mail a written demand to the last business address of Defendants then known to the Secretary with electronic copies concurrently e-served on Defendants and their counsel.
- 17. If Defendants SOLICIT OR ACCEPT return of any additional back wages or other monies recovered by employees, Defendants shall pay the amount of \$10,000.00 per incident, in addition to make-whole relief to any affected employee. If it is discovered that the admitted amounts of wages taken from employees in paragraph N are materially inaccurate, Defendants shall pay an additional amount of \$50,000.00 in damages to each employee whose amount was materially inaccurate.

#### **ADDITIONAL PROVISIONS**

IT IS FURTHER ORDERED THAT the filing, pursuit, and/or resolution of this proceeding with the filing of this Consent Judgment shall not act as a bar to any action under Section 16(b) of the FLSA, 26 U.S.C. § 216(b), as to any employee not named in the attached **Exhibit 1**, or for any period not included in **Exhibit 1**.

IT IS FURTHER ORDERED THAT each Party shall bear their own fees and other expenses, including court costs, incurred by such Party in connection with any stage of this proceeding, including but not limited to attorney's fees, which may be available under the Equal Access to Justice Act, as amended.

#### Case 2:24-cv-03669-WBS-CKD Document 27 Filed 07/17/25 Page 11 of 38

IT IS FURTHER ORDERED AND ADJUDGED that this Court shall retain jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment. IT IS SO ORDERED. illiam & shubt Dated: July 16, 2025 WILLIAM B. SHUBB UNITED STATES DISTRICT JUDGE 

CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD

#### Case 2:24-cv-03669-WBS-CKD Document 27 Filed 07/17/25 Page 12 of 38

1	For the Plaintiff:		
1	JONATHAN L. SNARE		
2	Acting Solicitor of Labor		
3	MARC A. PILOTIN		
4	Regional Solicitor		
5	/s/ Katherine E. Cameron KATHERINE E. CAMERON	Dated:	July 10, 2025
6	Associate Regional Solicitor		
7	Attorneys for Plaintiff Secretary, U.S. Department of Labor		
8			
9	Approved as to form:		
10	Michael LeVangie	Dated:	15/07/2025
11	MICHAEL J. LEVANĞIE Levangie Long Loorz		
12	Counsel for Defendants		
	Defendants		
13	Defendants:		15/07/2025
14	Edgar Enero	Dated:	15/07/2025
15	EDGAR ENERO		
16	Christine Enero	Dated:	15/07/2025
17	CHRISTINE ENERO	Dateu.	
18			
19	Edgar Enero	Dated:	15/07/2025
	EDGAR ENERO ON BEHALF OF		
20	LAGUNA VILLAGE RCFE, LLC		
21	Edgar Enero	Dated:	15/07/2025
22	EDGAR ENERO ON BEHALF OF		
23	HAVENWOOD, LLC		15/07/2025
24	Edgar Enero	Dated:	15/07/2025
25	EDGAR ENERO ON BEHALF OF CAPITAL SENIOR CARE LLC		
26	Edgar Enero	Dated:	15/07/2025
27	EDGAR ENERO ON BEHALF OF SIGNATURE LIVING RCFE, LLC		

[PROPOSED] CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD

## Case 2:24-cv-03669-WBS-CKD Document 27 Filed 07/17/25 Page 13 of 38 Dated: \_\_\_ Edgar Enero EDGAR ENERO ON BEHALF OF SIGNATURE LIVING ON LAVELLI WAY, LLC Dated: 15/07/2025 **Edgar Enero** EDGAR ENERO ON BEHALF OF LAGUNA SPRINGS RCFE, LLC

## **EXHIBIT 1**

## **Back Wages and Liquidated Damages**

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Last Name	First Name	Back Wages	Liquidated Damages	Period
Corpuz	Ofelia	\$115.50	\$115.50	8/1/2024-9/30/2024
Cruz	Rustica	\$99.00	\$99.00	8/1/2024-9/30/2024
Lagasca	Jonathan	\$2,445.44	\$2,445.44	7/31/2021-7/30/2024
Matabilas	Hermisa	\$132.00	\$132.00	8/1/2024-9/30/2024
Solomon	Vilma	\$66.00	\$66.00	8/1/2024-9/30/2024
TOTAL		\$2,857,94	\$2,857,94	

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CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD

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## **EXHIBIT 2**

# Terminated Employees – Laguna Village RCFE, LLC 4524 Birdseye Walk, Elk Grove, CA

Last Name	First Name
Carlos	Violeta
Esteban	Remy
Tagatac	Gabriel
Corpuz	Ofelia
Casila	Michael
Casila	Karen
Del Carmen	Carlo

## **EXHIBIT 3**

## **Punitive Damages**

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	FIRST	
LAST NAME	NAME	AMOUNT
Basco	Dionalyn	\$ 5,472.47
Bramida	Irma	\$ 972.47
Calica	Henry	\$ 972.47
Carlos	Violeta	\$ 20,472.47
Casila	Karen	\$ 10,472.47
Casila	Michael	\$ 10,472.47
Chinca	Ana Michelle	\$ 972.47
Corpuz	Ofelia	\$ 15,472.47
Cruz	Rustica	\$ 5,472.47
Del Carmen	Carlo	\$ 15,472.47
Desta	Elen	\$ 5,472.47
Esteban	Remy	\$ 20,472.47
Flores	Armand	\$ 5,472.47
Francisco	Paolo	\$ 5,472.47
Germono	Janssen	\$ 5,472.47
Infante	Marilyn	\$ 10,472.47
Lacanlale	Placida	\$ 972.47
Lagasca	Adonis	\$ 5,472.47
Lagasca	Jonathan	\$ 5,472.47
Macalino	Jessa	\$ 972.47
Pineda	Angel Ann	\$ 972.47
Pineda	Judilla	\$ 5,472.47
Solomon	Vilma	\$ 972.47
Tagatac	Gabriel	\$ 20,472.47
Templo	Remedios	\$ 972.47
Zerai	Heven	\$ 5,472.47
	TOTAL	\$ 186,284.12

CONSENT JUDGMENT AND ORDER

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## **EXHIBIT 4 Deed of Trust**

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## **EXHIBIT 5 Administrative Settlement Agreement**

CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD Case 2:24-cv-03669-WBS-CKD Document 27 Filed 07/17/25 Page 19 of 38

#### *xRECORDING REQUESTED BY:*

United States Department of Labor Office of the Solicitor 909 First Avenue, Suite 230 Seattle, WA 98104

#### WHEN RECORDED MAIL TO:

United States Department of Labor Office of the Solicitor Attn: Katherine Cameron 909 First Avenue, Suite 230 Seattle, WA 98104

U.S. Department of Labor v. Laguna Village RCFE, et al., Civil Case No. 2:24-cv-03669-WBS-CKD (E.D. Cal.)

#### DEED OF TRUST

This Deed of Trust made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, between Edgar Enero and Christine K. Enero and the Trustee of the Enero Family Trust dated 8/23/2022, herein called TRUSTOR, whose address is 4453 Sophistry Drive, Rancho Cordova, CA, FIRST AMERICAN TITLE COMPANY LOS ANGELES, a California Corporation, herein called TRUSTEE, and UNITED STATES DEPARTMENT OF LABOR, herein called BENEFICIARY.

Witnesseth: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Sacramento County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A,

which currently has the address of 7818 Wymark Drive, Elk Grove, CA 95758,

For the Purpose of Securing payment in the sum of \$192,000.00 per the Consent Judgment filed in *U.S. Department of Labor v. Laguna Village RCFE, LLC, et al.*, Case No. 2:24-cv-03669-WBS-CKD (E.D. Cal.), with interest thereon according to the terms of said Consent Judgment herewith made by Trustor payable to order of the Beneficiary, and extensions or renewals thereof.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust hereby, that provisions (1) to (14), inclusive, excluding (10), of the fictitious deed of trust recorded in Sacramento County, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	воок	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Imperial	1091	501	Modoc	184	851	San Diego			Solano	1105	182
Alpine	1	250	Invo	147	598	Mono	52	429	Series 2	1961	183887	Sonoma	1851	689
Amador	104	348	Kern	3427	60	Monterey	2194	538	San Francisco	A332	905	Stanislaus	1715	456
Butte	1145	1	Kings	792	833	Napa	639	86	San Joaquin	2470	311	Sutter	572	297
Calaveras	145	152	Lake	362	39	Nevada	305	320	San Luis Obispo	1151	12	Tehama	401	289
Colusa	296	617	Lassen	171	471	Orange	5889	611	San Mateo	4078	420	Trinity	93	366
Contra Costa	3978	47	Los Angeles	T2055	899	Placer	895	301	Santa Barbara	1878	860	Tulare	2294	275
Del Norte	78	414	Madera	810	170	Plumas	!51	5	Santa Clara	5336	341	Tuolumne	135	47
El Dorado	568	456	Marin	1508	339	Riverside	3005	523	Santa Cruz	1431	494	Ventura	2062	386
Fresno	4626	572	Mariposa	77	292	Sacramento	4331	62.	Shasta	684	528	Yolo	653	245
Glenn	422	184	Mendocino	579	530	San Benito	271	383	Sierra	29	335	Yuba	334	486
Humboldt	657	527	Merced	1547	538	San Bernardino	5567	61	Siskiyou	468	181			

(which provisions identical in Exhibit A attached to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to her at her address herein before set forth.

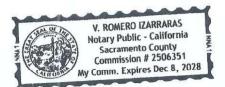
Signature of Edgar Enero, Trustor

Date

Case 2:24-cv-03669-WBS-CKD	Document 27	Filed 07/17/25	Page 21 of 38
Signature of Christine E. Enero, Trustor		Date 6/64	ps
Signature of Trustee Enero Family Trust By:		Date	
A notary public or other officer completing this cer document to which this certificate is attached, and r	tificate verifies only that the truthfulness, according to	he identity of the indivi	dual who signed the at document.

State of California  County of Sacramento  )
On June 27, 2025 before me,
V. Romero Izarraras, Notary Public,
personally appeared Edgar Bibal Enero and Christine Kang Enero NAMES OF TRUSTOR

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Vomesset

## **EXHIBIT 5 Administrative Settlement Agreement**

[PROPOSED] CONSENT JUDGMENT AND ORDER Case No. 2:24-cv-03669-WBS-CKD

2:24-cv-03669-WBS-CKD Page 17

U.S. Department of Labor

Wage and Hour Division Sacramento District Office 2800 Cottage Way, W-1836 Sacramento, CA 95825 (916) 978-6123



UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

-----

IN THE MATTER OF:
Laguna Village RCFE LLC
Havenwood RCFE LLC
Capital Senior Care LLC
Signature Living RCFE LLC
Signature Living on Lavelli Way LLC
Laguna Springs RCFE LLC
Edgar Enero
Christine Enero
Jerome Tecson
Hazel Flores
Janssen Germono
Case ID 1990449

-----

Settlement Agreement in Lieu of Litigation

A. The Wage and Hour Division of the U.S. Department of Labor has conducted an investigation of the Employer(s), Laguna Village RCFE LLC, Capital Senior Care LLC, Havenwood RCFE LLC, Signature Living on Lavelli Way LLC, Signature Living RCFE LLC, Laguna Springs RCFE LLC, Edgar Enero, Christine Enero, Jerome Tecson, Hazel Flores, and Janssen Germono under the Fair Labor Standards Act of 1938 (FLSA), hereafter referred to as "the Act".

- B. The Secretary of Labor ("the Secretary"), through Investigator Samantha Wong, found violations covering the Employer's operations from July 31, 2021 to July 30, 2024. The investigation was limited to the six establishments owned and operated solely by Edgar Enero and Christine Enero. They are: Laguna Village RCFE LLC (dba: Laguna Village RCFE), Capital Senior Care LLC (dba: Wavecrest Villa RCFE), Havenwood RCFE LLC (dba: Havenwood RCFE), Signature Living on Lavelli Way LLC (dba: Signature Living on Lavelli Way), Signature Living RCFE LLC (dba: Signature Living RCFE), and Laguna Springs RCFE LLC (dba: Laguna Springs RCFE).
- C. As a result of that investigation monetary violations were found resulting in back wages and liquidated damages owed to forty-four (44) employees in the amount of \$153,033.57 in back wages and \$153,033.57 in liquidated damages as shown in Attachment A (Summary of Unpaid Wages) attached hereto and made a part hereof. In order to resolve this matter, the parties to this Agreement stipulate and agree to the following:
  - The Employer agrees that it is a covered enterprise under sections 3(r) and/or 3(s) of the FLSA
    and that the provisions of the Act apply to the Employer, including all of its branches. The
    Employer further states that it is currently in compliance with the applicable provisions of the Act
    as interpreted by the Secretary, and agrees that it will continue to comply in the future.
  - The Secretary by his authorized representative, and the Employer, by its authorized representative, agree that in lieu of litigation brought by the Secretary under the Act, the Employer shall pay directly to the employees all back wages (less legal payroll deductions) and liquidated damages (gross amount due) owed to the employees set forth in Attachment A, no later than December 16, 2024.

U.S. Department of Labor Wage and Ho Sacramento I

Wage and Hour Division Sacramento District Office 2800 Cottage Way, W-1836 Sacramento, CA 95825 (916) 978-6123



- The Employer agrees to deliver to the Secretary's representative by December 31, 2024
  evidence of final proof of payment in the form of signed WH-58 receipt forms or cancelled check
  (or some reasonable facsimile) for every person the employer has paid per this agreement
- The Employer agrees to provide the Secretary's representative with a listing of all unlocated employees, their last known address, social security number (if possible), and their gross and net amounts due no later than December 31, 2024.
- 5. In the event that any employees cannot be located, or refuse to accept the back wages, the Employer agrees to pay to the Secretary's representative the total net amount of back wages due to all such employees and the total gross amount of the liquidated damages due to all such employees. Payment shall be made electronically on or before December 31, 2024. Payment via ACH transfer, credit card, debit card, or digital wallet can be made by going to <a href="https://www.pay.gov/public/form/start/77761888">https://www.pay.gov/public/form/start/77761888</a> or by going to <a href="https://www.pay.gov/public/form/start/77761888">https://www.pay.gov/public/form/start/77761888</a> or by going to <a href="https://www.pay.gov/and searching">https://www.pay.gov</a> and searching "WHD Back Wage Payment WE Region" If unable to pay online, submit payment by certified check or money order made out to "Wage and Hour Division, U.S. Department of Labor" delivered or mailed to Western Regional Office, U.S. Dept. of Labor, Wage and Hour Div., 90 7th Street, Suite 4-390, San Francisco, CA 94103-6710. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.
- 6. The Employer waives its right to appeal the attached determination letter (Attachment B) and agrees to pay a Civil Money Penalty of \$18,326.00 by January 15, 2025. The Secretary agrees to accept this reduced CMP amount in order to resolve this case. The Employer agrees to make the payment by ACH transfer, credit card, debit card, or digital wallet by going to <a href="https://pay.gov/public/form/start/77743734">https://pay.gov/public/form/start/77743734</a> or by going to <a href="https://www.pay.gov">https://www.pay.gov</a> and searching "WHD CMP Payment -WE Region If unable to pay online, submit payment by certified check or money order made out to "Wage and Hour Division, U.S. Department of Labor" delivered or mailed to Western Regional Office, U.S. Dept. of Labor, Wage and Hour Div., 90 7th Street, Suite 4-390, San Francisco, CA 94103-6710.
- 7. If the Employer(s) (i) fails to pay employees or the Secretary the full back wages and/or liquidated damages set forth in Attachment A by the deadline set forth in paragraph 2; or (ii) fails to pay to the Secretary any civil monetary penalties required by this agreement by the deadline set forth therein, the Employer(s) shall be in default of its payment obligations under this Agreement. Any defaulted balance shall be subject to the assessment of interest and penalty interest at rates determined by the U. S. Treasury as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134) published by the Secretary of the Treasury in the Federal Register and other delinquent charges and administrative costs shall also be assessed.
- 8. The Employer(s) agrees that it will not, contrary to Section 15(a)(3) of the Fair Labor Standards Act, discriminate against or discharge any employee for participating in any proceeding or asserting any rights guaranteed to such employee under the FLSA, including such employee's right to proper payment under the Act. The Employer(s) expressly agrees that Employer and any of its agents or anyone acting on its behalf will not, directly or indirectly, demand, require, solicit or accept the return or refusal of any sums paid or due under this Agreement and that doing so is a direct violation of this Agreement and Section 15(a)(3).

Page 25 o

U.S. Department of Labor

Wage and Hour Division Sacramento District Office 2800 Cottage Way, W-1836 Sacramento, CA 95825 (916) 978-6123



- 9. If the Employer(s) defaults on its payment obligations under this Agreement or solicits or accepts the return or refusal of any sums paid or due to employees under this Agreement, the Employer(s) agrees that the Secretary, in his sole discretion, may (i) retain any amounts already paid by the Employer(s), and bring a civil action against the Employer(s) under the FLSA to recover any outstanding back wages, liquidated damages, and/or civil monetary penalties due to employees and/or the Secretary that were not paid in compliance with this Agreement and/or for injunctive relief, (ii) file an action for specific performance of the Agreement; (iii) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity to recover amounts due to employees or the Secretary under this Agreement; and/or (iv) pursue additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice. If the Secretary opts to file a civil action under the FLSA, the Secretary will provide written notification to the Employer(s). The Employer(s) hereby agrees not to plead, argue, or otherwise raise any defenses to such civil action which may be available by virtue of statute of limitations, including but not limited to section 6 of the Portal-to-Portal Act (29 U.S.C. 255).
- Any rights to challenge or contest the validity of this Agreement are hereby waived.
- 11. By entering into this agreement, the Secretary does not waive his right to assess civil money penalties for this investigation, to conduct investigations under the Act, and to take any and all appropriate enforcement action, including any action to seek back wages and liquidated damages and civil money penalties, with respect to any violations disclosed by such investigations.

Approved by the following parties.

For Laguna Village RCFE LLC:	For the Secretary:
	Patrum D. Courtes
Name: Esake Euro	Patricia Canites
Title: owners	Assistant District Director
Dated: 9/17/2 4	Dated:9/30/24
For Havenwood RCFE LLC:	
Name: Earth Spice	

U.S. Department of Labor

Wage and Hour Division Sacramento District Office 2800 Cottage Way, W-1836 Sacramento, CA 95825 (916) 978-6123



#### For Capital Senior Care LLC:

1100100000		
	2	
	EDEAN	
	gliz/zy	
For Sigi	nature Living	g RCFE LLC:
Name: _	Enen	Evere
Title:	owner	
Dated: _	9/17/4	
4		g on Lavelli Way Li
100		Everce
Title:	owner	
Dated: _	9/17/24	
For Lag	una Springs	RCFE LLC:
For Lag	una Springs	RCFE LLC:
	Enthe	RCFE LLC:
For Lag	0 1	

#### Case 2:24-cv-03669-WBS-CKD

Document 27

Filed 07/17/25

U.S. Department of Labor

Wage and Hour Division Sacramento District Office 2800 Cottage Way, W-1836 Sacramento, CA 95825 (916) 978-6123



Edgar Enero, As an Individual

Dated: 9 17 24

Christine Erjero As an Individual

Dated: 9/10/24

Jerome Tecson, As an Individual

bated: 9/17/24

Hazel Flores, As an Individual

Dated: 9/17/84

Janssen Germono, As an Individual

Dated: 9 17 24

## U.S. Department of Labor Wage and Hour Division



## ATTACHMENT A

Sacramento District Office Federal Building Office Address:

2800 Cottage Way

Room W-1836

Sacramento, CA 95825-1886

Investigator:

Samantha Wong

Date:

9/17/2024

Employer Fed Tax ID Number:

87-3760297

	916-978-6123		67-3760297				
1. Name	2. Address	3. Period Cove by Work Weel Ending Date	4. Act(s)	5. BWs Due	6. LDs Due	Total	
Agcaoili, Alexis	8264 White Sands Way Sacramento, CA 95828	7/2/2022 to 9/30/2023	FLSA	\$556.50	\$556.50	\$1,113.00	
				\$556.50	\$556.50	\$1,113.00	
Alagbate, Belinda	7465 Green Grove Ln Sacramento, CA 95828	8/21/2021 to 11/6/2021	FLSA	\$418.50	\$418.50	\$837.00	
				\$418.50	\$418.50	\$837.00	
Arceo, Orlando	4246 77th St Sacramento, CA 95820	1/15/2022 to 1/15/2022	FLSA	\$280.00	\$280.00	\$560.00	
				\$280.00	\$280.00	\$560.00	
Basco, Dionalyn	7910 Cordially Way Elk Grove, CA 95757	2/5/2022 to 6/15/2024	FLSA	\$12,209.50	\$12,209.50	\$24,419.00	
				\$12,209.50	\$12,209.50	\$24,419.00	
Bramida, Irma	7526 Shelby St Elk Grove, CA 95878	2/5/2022 to 4/6/2024	FLSA	\$734.50	\$734.50	\$1,469.00	
				\$734.50	\$734.50	\$1,469.00	

I agree to pay the listed employees the amount due shown above by 12/16/2024	Employer Name and Address: Laguna Village RCFE	Subtotal:	\$14,199.00	\$14,199.00	\$28,398.00
Signed:	Laguna Village RCFE LLC 4524 Birdseye Way ELK GROVE CA 95758				

Form WH-56

Date: 9/17/2024 9:32:17 AM

Case ID: 1990449

## U.S. Department of Labor Wage and Hour Division



Office Address: Sacramento District Office Federal Building 2800 Cottage Way Room W-1836 Investigator: Samantha Wong 9/17/2024

Sacramento, CA 95825-1886 Employer Fed Tax ID Number:

87-3760297

916-978-6123			87-3760297				
1. Name	2. Address	3. Period Covere by Work Week Ending Dates	d 4. Act(s)	5. BWs Due	6. LDs Due	Total	
Calica, Henry	8883 Sonoma Valley Way Sacramento, CA 95829	10/2/2021 to 7/6/2024	FLSA	\$2,305.00	\$2,305.00	\$4,610.00	
				\$2,305.00	\$2,305.00	\$4,610.00	
Carlos, Violeta	3357 Oselot Way Rancho Cordova, CA 95670	2/19/2022 to 6/15/2024	FLSA .	\$11,374.50	\$11,374.50	\$22,749.00	
				\$11,374.50	\$11,374.50	\$22,749.00	
(7) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	9279 Trenholm Dr Elk Grove, CA 95758	4/6/2024 to 5/4/2024	FLSA	\$198.00	\$198.00	\$396.00	
				\$198.00	\$198.00	\$396.00	
	6541 Vernace Way Sacramento, CA 95823	6/17/2023 to 7/15/2023	FLSA	\$46.50	\$46.50	\$93.00	
				\$46.50	\$46.50	\$93.00	
Chinca, Ana Michelle 8844 Koto Dr Elk Grove, CA	8844 Koto Dr Elk Grove, CA 95624	9/16/2023 to 7/20/2024	FLSA	\$243.50	\$243.50	\$487.00	
				\$243.50	\$243.50	\$487.00	
Colegado, Rodrigo	8286 Meadowhaven Dr Sacramento, CA 95828	3/19/2022 to	FLSA	\$156.00	\$156.00	\$312.00	
agree to pay the liste amount due shown al	bove by 12/16/2024 Laguna	er Name and Addres Village RCFE Village RCFE LLC	Subtotal:	\$14,167.50	\$14,167.50	\$28,335.00	
Signed:	4524 Bir	dseye Way OVE CA 95758					

Form WH-56

## U.S. Department of Labor Wage and Hour Division



Office Address: Sacramento District Office Federal Building 2800 Cottage Way			Investigator: Samantha W	ong		Date: 9/17/2024
Sa	oom W-1836 acramento, CA 95825-1886 6-978-6123		Employer Fed T	87-3760297		
1. Name	2. Address	3. Period Cove by Work Week Ending Dates	4. Act(s)	5. BWs Due	6. LDs Due	Total
		7/16/2022				
				\$156.00	\$156.00	\$312.00
Corpuz, Ofelia	9279 Trenholm Dr Elk Grove, CA 95758	4/2/2022 to 7/20/2024	FLSA	\$24,402.00	\$24,402.00	\$48,804.00
				\$24,402.00	\$24,402.00	\$48,804.00
Cruz, Rustica	8445 Tolson St Elk Grove, CA 95758	8/20/2022 to 7/6/2024	FLSA	\$17,816.63	\$17,816.63	\$35,633.26
				\$17,816.63	\$17,816.63	\$35,633.26
Dayrit, Josefina	7958 Orchard Circle Sacramento, CA 95828	8/21/2021 to 3/19/2022	FLSA	\$539.00	\$539.00	\$1,078.00
				\$539.00	\$539.00	\$1,078.00
Del Carmen, Carlo	114 Decathlon Cir Sacramento, CA 95823	7/16/2022 to 7/20/2024	FLSA	\$9,665.00	\$9,665.00	\$19,330.00
				\$9,665.00	\$9,665.00	\$19,330.00
Dela Cruz, Rowena	3810 Dallas Dr Oxnard, CA 93033	9/30/2023 to 9/30/2023	FLSA	\$77.50	\$77.50	\$155.00
		ployer Name and Add una Village RCFE	ress: Subtotal:	\$52,656.13	\$52,656.13	\$105,312.26
Signed:	Lagi 4524 ELK	una Village RCFE LLC 4 Birdseye Way 3 GROVE CA 95758				

Form WH-56

Date: 9/17/2024 9:32:18 AM Case ID: 1990449

## U.S. Department of Labor Wage and Hour Division



Office Address:

Sacramento District Office Federal Building

2800 Cottage Way

Investigator:

Samantha Wong

Date:

9/17/2024

Room W-1836 Sacramento, CA 95825-1886 916-978-6123			Employer Fed Tax ID Number: 87-3760297				
1. Name	2. Address	3. Period Cove by Work Wee Ending Date	4. Act(s)	5. BWs Due	6. LDs Due	Total	
				\$77.50	\$77.50	\$155.00	
Desta, Elen	17 Payne River Cir Sacramento, CA 95831	4/15/2023 to 4/20/2024	FLSA	\$314.00	\$314.00	\$628.00	
				\$314.00	\$314.00	\$628.00	
Dore, Justin	7236 Greenhaven Dr Apt 106 Sacramento, CA 95831	7/16/2022 to 10/1/2022	FLSA	\$150.00	\$150.00	\$300.00	
				\$150.00	\$150.00	\$300.00	
Driz, Nestor	8343 Dandelion Dr Elk Grove, CA 95624	8/21/2021 to 6/3/2023	FLSA	\$13,443.50	\$13,443.50	\$26,887.00	
				\$13,443.50	\$13,443.50	\$26,887.00	
Esteban, Estrelita	7850 Delta Sunrise Ct Sacramento, CA 95828	11/5/2022 to 12/17/2022	FLSA	\$769.50	\$769.50	\$1,539.00	
				\$769.50	\$769.50	\$1,539.00	
Esteban, Remy	8134 Northern Oak Cir Sacramento, CA 95828	10/15/2022 to 4/6/2024	FLSA	\$4,802.17	\$4,802.17	\$9,604.34	
				\$4,802.17	\$4,802.17	\$9,604.34	
amount due shown above by 12/16/2024 Lagund		yer Name and Ade a Village RCFE	dress: Subtotal:	\$19,479.17	\$19,479.17	\$38,958.34	
		a Village RCFE LLC Iirdseye Way ROVE CA 95758					

Form WH-56

Date: 9/17/2024 9:32:18 AM Case ID: 1990449

## U.S. Department of Labor Wage and Hour Division



Office Address:

Sacramento District Office Federal Building

2800 Cottage Way Room W-1836

Sacramento, CA 95825-1886

Investigator:

Samantha Wong

Date:

9/17/2024

**Employer Fed Tax ID Number:** 

87-3760297

916-978-6123			87-3760297				
1. Name	2. Address	3. Period Covere by Work Week Ending Dates	d 4. Act(s)	5. BWs Due	6. LDs Due	Total	
Flores, Armand	8054 Center Pkwy Sacramento, CA 95823	8/21/2021 to 7/20/2024	FLSA	\$12,382.77	\$12,382.77	\$24,765.54	
				\$12,382.77	\$12,382.77	\$24,765.54	
Florida, Dina	5253 Laguna Park Dr Elk Grove, CA 95758	5/21/2022 to 10/1/2022	FLSA	\$420.00	\$420.00	\$840.00	
À				\$420.00	\$420.00	\$840.00	
Fontillas, Dennis	7953 Golden Field Way Sacramento, CA 95823	6/3/2023 to 4/6/2024	FLSA .	\$833.25	\$833.25	\$1,666.50	
				\$833.25	\$833.25	\$1,666.50	
Francisco, Paolo	8454 Trammel Way Sacramento, CA 95823	10/2/2021 to 9/3/2022	FLSA .	\$572.00	\$572.00	\$1,144.00	
				\$572.00	\$572.00	\$1,144.00	
Friedlander, Catherine	7475 Stockton Blvd Apt 86 Sacramento, CA 95823	5/21/2022 to 5/21/2022	FLSA .	\$72.50	\$72.50	\$145.00	
				\$72.50	\$72.50	\$145.00	
Germono, Janssen	245 Cinema St Sacramento, CA 95823	4/30/2022 to	FLSA	\$1,944.25	\$1,944.25	\$3,888.50	
l agree to pay the liste amount due shown at	Dove by 12/16/2024 Laguna	ver Name and Addres	Subtotal:	\$14,280.52	\$14,280.52	\$28,561.04	
Signed:	4524 Bi ELK GF	Village RCFE LLC rdseye Way ROVE CA 95758					
Date: 911	21						

Form WH-56

Date: 9/17/2024 9:32:18 AM

Case ID: 1990449

## U.S. Department of Labor Wage and Hour Division



Office Address:	Sacramento District Office Federal Building 2800 Cottage Way		Investigator: Samantha W	ong		Date: 9/17/2024	
	Room W-1836 Sacramento, CA 95825-1 916-978-6123	886	Employer Fed T		87-3760297		
1. Name	2. Address	3. Period Cov by Work Wee Ending Date	k 4. Act(s)	5. BWs Due	6. LDs Due	Total	
		7/15/2023					
			ù	\$1,944.25	\$1,944.25	\$3,888.50	
Germono, Michael	245 Cinema St Sacramento, CA 958	8/20/2022 23 to 10/1/2022	FLSA	\$240.00	\$240.00	\$480.00	
				\$240.00	\$240.00	\$480.00	
Infante, Marilyn	8343 Dandelion Dr Elk Grove, CA 95624	8/21/2021 to 12/16/2023	FLSA	\$4,758.50	\$4,758.50	\$9,517.00	
				\$4,758.50	\$4,758.50	\$9,517.00	
Lacanlale, Placida	2621 Mead Way Roseville, CA 95747	8/21/2021 to 1/6/2024	FLSA	\$2,415.50	\$2,415.50	\$4,831.00	
				\$2,415.50	\$2,415.50	\$4,831.00	
_agasca, Adonis	7708 Macfadden Dr Sacramento, CA 9582	1/15/2022 28 to 7/20/2024	FLSA	\$12,755.25	\$12,755.25	\$25,510.50	
				\$12,755.25	\$12,755.25	\$25,510.50	
_agasca, Jonathan	7708 Macfadden Dr Sacramento, CA 958;	6/17/2023 28 to 4/6/2024	FLSA	\$95.00	\$95.00	\$190.00	
	n above by 12/16/2024	Employer Name and Ad Laguna Village RCFE Laguna Village RCFE LLC 4524 Birdseye Way ELK GROVE CA 95758		\$22,208.50	\$22,208.50	\$44,417.00	
Date:	17/29						

Form WH-56

## U.S. Department of Labor Wage and Hour Division



Office Address:

Sacramento District Office Federal Building

2800 Cottage Way Room W-1836

Investigator:

Samantha Wong

Date:

9/17/2024

**Employer Fed Tax ID Number:** 

	Sacramento, CA 95825-1 16-978-6123	886	Employer Fed 1	ax ID Number:	87-3760297	
1. Name	2. Address	3. Period Cov by Work Wee Ending Date	k 4. Act(s)	5. BWs Due	6. LDs Due	Total
				\$95.00	\$95.00	\$190.00
Lumford, Eugenia	5020 Chamberlin Cir Elk Grove, CA 95757	8/21/2021 to 2/19/2022	FLSA	\$335.00	\$335.00	\$670.00
				\$335.00	\$335.00	\$670.00
Macalino, Jessa	8844 Koto Dr Elk Grove, CA 95624	10/21/2023 to 7/6/2024	FLSA	\$1,060.00	\$1,060.00	\$2,120.00
				\$1,060.00	\$1,060.00	\$2,120.00
Manandeg, Maria	8449 Coeburn St Sacramento, CA 958:	10/16/2021 23 to 12/3/2022	FLSA	\$639.00	\$639.00	\$1,278.00
				\$639.00	\$639.00	\$1,278.00
Maniago, Albert	9013 Chaff Ct Elk Grove, CA 95758	5/21/2022 to 5/21/2022	FLSA	\$348.00	\$348.00	\$696.00
			,	\$348.00	\$348.00	\$696.00
Pineda, Angel Ann	245 Cinema St Sacramento, CA 9582	4/6/2024 23 to 7/6/2024	FLSA	\$354.00	\$354.00	\$708.00
				\$354.00	\$354.00	\$708.00
I agree to pay the lis	ted employees the	Employer Name and Ad	dress:  c.,bt-t-1	¢2.726.00	62 726 00	¢5 472 00
Signed:	above by 12/16/2024	Laguna Village RCFE Laguna Village RCFE LLC 4524 Birdseye Way ELK GROVE CA 95758		\$2,736.00	\$2,736.0 <b>d</b>	\$5,472.00
- 11/4	-		T-			

Form WH-56

Date: 9/17/2024 9:32:18 AM Case ID: 1990449

## U.S. Department of Labor Wage and Hour Division



Office Address:

Sacramento District Office

Federal Building

2800 Cottage Way Room W-1836

Sacramento, CA 95825-1886

Investigator:

Samantha Wong

Date:

9/17/2024

**Employer Fed Tax ID Number:** 

87-3760297

916-978-6123			V 2000 41 44 54	87-3760297			
1. Name	2. Addres	3. Period Co by Work We Ending Da	ek 4. Act(s)	5. BWs Due	6. LDs Due	Total	
Pineda, Judilla	8697 Vizela Way Elk Grove, CA 9575	9/16/2023 7/20/2024		\$1,108.00	\$1,108.00	\$2,216.00	
				\$1,108.00	\$1,108.00	\$2,216.00	
Rebuyon, Natividad	8418 Modena Way Elk Grove, CA 9562	10/16/2021 4 to 1/21/2023	FLSA	\$2,863.25	\$2,863.25	\$5,726.50	
				\$2,863.25	\$2,863.25	\$5,726.50	
	7509 Brownwood W Sacramento, CA 95		FLSA	\$978.00	\$978.00	\$1,956.00	
				\$978.00	\$978.00	\$1,956.00	
Tagatac, Gabriel	2410 Samoa Way San Jose, CA 95122	8/21/2021 2 to 9/30/2023	FLSA	\$5,913.25	\$5,913.25	\$11,826.50	
				\$5,913.25	\$5,913.25	\$11,826.50	
remplo, Remedios	7525 St Andre Ln Sacramento, CA 958	10/1/2022 328 to 6/17/2023	FLSA	\$465.50	\$465.50	\$931.00	
			e	\$465.50	\$465.50	\$931.00	
⁄abut, Regina	2621 Mead Way Roseville, CA 95747	8/21/2021 to	FLSA	\$1,505.00	\$1,505.00	\$3,010.00	
Lag Lag 452		Employer Name and Ad Laguna Village RCFE	dress: Subtota	: \$11,328.00	\$11,328.00	\$22,656.00	
		Laguna Village RCFE LL0 4524 Birdseye Way ELK GROVE CA 95758				4	

Form WH-56 Date: 9/17/2024 9:32:18 AM Case ID: 1990449

#### U.S. Department of Labor Wage and Hour Division



Office Address:

Sacramento District Office

Federal Building 2800 Cottage Way

Sacramento, CA 95825-1886

916-978-6123

Room W-1836

Investigator:

Samantha Wong

Date:

9/17/2024

**Employer Fed Tax ID Number:** 

87-3760297

1. Name

2. Address

3. Period Covered by Work Week **Ending Dates** 

4. Act(s)

5. BWs Due

6. LDs Due

Total

1/6/2024

\$1,505.00

\$1,505.00

\$3,010.00

Zerai, Heven

17 Payne River Cir

10/2/2021

FLSA

\$473.75

\$473.75

\$947.50

Sacramento, CA 95831

3/16/2024

\$473.75

\$473.75

\$947.50

Signature: Edgar Enro

**Email:** jojo@signatureliving.org

Signature:

Email: ckenero@gmail.com

I agree to pay the listed employees the amount due shown above by 12/16/2024

Signed:

Date:

**Employer Name and Address:** Laguna Village RCFE Laguna Village RCFE LLC

4524 Birdseye Way ELK GROVÉ CA 95758 Subtotal: \$1,978.75 \$1,978.75 \$3,957.50 Total: \$153,033.57 \$153,033.5 \$306,067.14

Form WH-56

Date: 9/17/2024 9:32:18 AM

Case ID: 1990449

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# 2025.07.09 DOL v. Laguna Village et al Proposed CJ final full pdf

Final Audit Report 2025-07-14

Created: 2025-07-14

By: Michael LeVangie (michael.levangie@llg-law.com)

Status: Signed

Transaction ID: CBJCHBCAABAAA\_aJOpS8ySKJP0rTO93ucl\_DCKIhsMF9

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